

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

TRUSTEES OF THE GLAZIERS,)	
ARCHITECTURAL METAL)	
AND GLASS WORKERS LOCAL)	
UNION NO. 27 WELFARE AND)	
PENSION FUNDS,)	No. 20-cv-1327
)	
Plaintiffs,)	JUDGE
)	
v.)	
)	MAGISTRATE
BUILDERS GLASS & MIRROR, INC.,)	
an Illinois corporation,)	
Defendant.)	

COMPLAINT

Plaintiffs, by their attorneys, DONALD D. SCHWARTZ, GRANT R. PIECHOCINSKI, and ARNOLD & KADJAN LLP, complain against Defendant, **BUILDERS GLASS & MIRROR, INC.**, as follows:

1. (a) Jurisdiction of this cause is based on Section 301 of the National Labor Relations Act, 29 U.S.C. Section 185 (a) as amended.

(b) Jurisdiction of this cause is based upon Section 502 of the Employee Retirement Security Act of 1974, 29 U.S.C. Section 1132, 1145 (“ERISA”), as amended.

2. Venue is founded pursuant to 29 U.S.C. Section 1132 (e)(2) in this District where the Funds, as described in Paragraph 3, are administered.

3. (a) The Plaintiffs in this count are the TRUSTEES OF THE GLAZIERS, ARCHITECTURAL METAL AND GLASS WORKERS LOCAL UNION NO. 27 FRINGE BENEFIT FUNDS (“the Funds”), and have standing to sue pursuant to 29 U.S.C. Section 1132(d)(1).

(b) The Funds have been established pursuant to Collective Bargaining Agreement previously entered into between the Glaziers Union Fringe Benefit Funds and its affiliated locals (the "Union") and certain employer associations whose employees are covered by the collective bargaining agreement with the Union.

(c) The Funds are maintained and administered in accordance with and pursuant to the provisions of the National Labor Relations Act, as amended, and other applicable state and federal laws and also pursuant to the terms and provisions of the agreements and Declarations of Trust which establish the Funds.

4. Defendant, **BUILDERS GLASS & MIRROR, INC.**, is a corporation authorized to do business in Illinois and is an employer engaged in an industry affecting commerce.

5. Since on or before January 22, 2001, **BUILDERS GLASS & MIRROR, INC.** entered into a Collective Bargaining Agreement with the Union pursuant to which it is required to pay specified wages and to make periodic contributions to the Funds on behalf of certain of its employees. (Exhibit A – Articles of Agreement).

6. By virtue of certain provisions contained in the Collective Bargaining Agreement, **BUILDERS GLASS & MIRROR, INC.** is bound by the Trust Agreement establishing the Funds.

7. Under the terms of the Trust Agreements to which it is bound, **BUILDERS GLASS & MIRROR, INC.** is required to make contributions to the Funds on behalf of their employees.

8. The terms of the Collective Bargaining Agreement and the Trust Agreements required **BUILDERS GLASS & MIRROR, INC.** to submit all necessary books and records to Plaintiff's accountant for the purpose of determining whether or not it was in compliance with its obligation to contribute to the Funds, when given reasonable notice by Plaintiffs.

COUNT I - AUDIT

9. **BUILDERS GLASS & MIRROR, INC.** produced its books and records for the period May 1, 2016 through September 30, 2019.

10. **BUILDERS GLASS & MIRROR, INC.** has breached the terms of the Collective Bargaining Agreement (“CBA”) and Trust Agreements by failing to pay all of the required contributions for the period of May 1, 2016 through September 30, 2019.

11. Plaintiffs’ auditor’s review of those books and records revealed the **BUILDERS GLASS & MIRROR, INC.** owes the Plaintiff Funds at least \$118,768.04 in contributions, liquidated damages, and audit costs.

11. Pursuant to 29 U.S.C. Section 1132(g)(2)(C), Plaintiffs are entitled to an amount equal to the greater of:

- (i) interest on the unpaid contributions; or
- (ii) liquidated damages provided for under the Trust Agreements not in excess of 20% of the amount that is due.

WHEREFORE, Plaintiffs pray for relief as follows:

A. Judgment be entered against **BUILDERS GLASS & MIRROR, INC.** in the amount owed on the audit for the period of May 1, 2016 through September 30, 2019.

B. Plaintiffs be awarded their costs herein, including reasonable attorneys’ fees and costs incurred in the prosecution of this action, together with liquidated damages in the amount of 20%, all as provided in the applicable agreements and ERISA Section 502(g)(2).

C. This Court grant Plaintiffs such other and further relief as it may deem

appropriate under the circumstances.

COUNT II – CONTRIBUTION REPORTS

12. Plaintiffs repeat and realleges paragraphs 1-11 as if they were restated fully herein.

13. The Collective Bargaining Agreement and Trust Agreements require **BUILDERS GLASS & MIRROR, INC.** to pay fringe benefit contributions on behalf of individuals performing work covered under CBA.

13. **BUILDERS GLASS & MIRROR, INC.** breached the terms of the CBA and Trust Agreements by failing to remit all of the required contributions on the monthly contribution reports for the period of November 2019 to the present.

14. Pursuant to 29 U.S.C. Section 1132(g)(2)(C), Plaintiffs are entitled to an amount equal to the greater of:

- (i) interest on the unpaid contributions; or
- (ii) liquidated damages provided for under the Trust Agreements not in excess of 20% of the amount that is due.

WHEREFORE, Plaintiffs pray for relief as follows:

A. Judgment be entered against **BUILDERS GLASS & MIRROR, INC.** in the amount owed on monthly contribution reports for the period of November 2019 to the present.

B. Plaintiffs be awarded their costs herein, including reasonable attorneys' fees and costs incurred in the prosecution of this action, together with liquidated damages in the amount of 20%, all as provided in the applicable agreements and ERISA Section 502(g)(2).

C. This Court grant Plaintiffs such other and further relief as it may deem appropriate under the circumstances.

Respectfully submitted,

**TRUSTEES OF THE GLAZIERS,
LOCAL UNION NO. 27 WELFARE &
PENSION FUNDS**

By: s/ Grant R. Piechocinski
One of their Attorneys

Donald D. Schwartz
Grant R. Piechocinski
ARNOLD AND KADJAN, LLP
35 E. Wacker Drive
Suite 600
Chicago, Illinois 60601
(312) 236-0415